

AMENDMENT No. 2 TO AGREEMENT A-13117

This Amendment No. 2 to Agreement A-13117 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Locum Tenens.com, (hereinafter referred to as "Contractor").

WHEREAS, the County and the Contractor have heretofore entered into a Professional Services Agreement to provide referrals for Locum Tenens service Providers for the period of July 1, 2016 to June 30, 2019 (Agreement A-13117); and

WHEREAS, on April 11, 2017, the County and Contractor entered into an executed Amendment No.1 to increase the maximum County obligation, remove the Nurse Practitioner specialty, and incorporate privacy regulations in the scope of services; and

WHEREAS, the County and the Contractor wish to amend the Agreement as specified below:

1. Increase the total amount payable by County to Contractor by \$1,800,000 for FYs 2017-19, for a maximum County obligation of \$3,750,000.

NOW THEREFORE, the County and the Contractor hereby agree to amend the agreement in the following manner:

1. Paragraph 2 of the original agreement is amended to read as follows: "PAYMENTS BY COUNTY. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$3,750,000."
2. AMENDMENT No. 1 EXHIBIT A-1 – Part 2 Payment Provisions is replaced with AMENDMENT No. 2 EXHIBIT A-2 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 2 EXHIBIT A-2 – Part 2 Payment Provisions.
3. All other terms and conditions of Agreement A-13117 shall remain in full force and effect.
4. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 1 to Agreement A-13117 on the day and year written below.

MONTEREY COUNTY

For Mike Derr, Contracts/Purchasing Officer

Dated: 3/5/18

Elsa Jimenez, Director of Health

Dated: _____

Approved as to Form:

Stacy L. Saetta, Deputy County Counsel
Stacy L. Saetta

Dated: 11/9/18

Approved as to Fiscal Provisions:

Gary Giboney, Auditor/Controller's Office

Dated: 11/12/18

Approved as to Liability Provisions:

Steve Mauck, Risk Management

Dated: _____

CONTRACTOR

By: Kevin Thill
Signature of Chair, President, or Vice-President

Kevin Thill, EVP
Printed Name and Title

Dated: 11/13/17

By: Douglas B. Kline
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Douglas B. Kline, CFO
Printed Name and Title

Dated: 11/13/17

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Approval by County Counsel is required.

Approval by Auditor-Controller is required.

Approval by Risk Management is necessary only if changes are made to Sections 8 and 9.

Amendment No. 2 to EXHIBIT A-2 -- Part 2

Payment Provisions

I. PAYMENT PROVISIONS

A. PAYMENT TYPE

Negotiated Rate (NR) with rate established in contract. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with Exhibit A - Part 2 rate sheet attached hereto.

B. PAYMENT CONDITIONS

1. In order to receive any payment under this Agreement, CONTRACTOR shall submit claims in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the COUNTY no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices shall be billed directly to the ordering Bureau of Health Department (i.e. Behavioral Health or Clinic Services).
2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
3. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
4. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.

II. MAXIMUM LIABILITY

Subject to the limitation set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$3,750,000** for services authorized pursuant to this Exhibit.

FY 2015-16 services to be paid through this contract.

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2016 to June 30, 2019	\$3,750,000
MAXIMUM COUNTY OBLIGATION	\$3,750,000

July 1, 2016 thru June 30, 2017

AMENDMENT No. 1 EXHIBIT A-1 Part 2: Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
LocumTenens.com Tenens Psychiatry Specialty	Locum	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient		\$1,680.00	\$210.00	\$220.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient		\$1,680.00	\$210.00	\$220.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
Psychiatry Child & Adolescent Inpatient		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychiatry Child & Adolescent Outpatient		\$1,800.00	\$225.00	\$235.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.									
DEFINITIONS:									
All Inclusive Rate:		Charged daily and defined as an 8-hour work day.							
Overtime/Premium Hourly Rate:		Hourly overtime/premium rate after a 40-hour week.							
Weeknight On-Call:		Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.							
Weekend On-Call:		Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.							
24 Hour-Call:		Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.							
Holidays:		A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.							
Administrative Services:		The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNTY in a timely manner, and coordinating travel itineraries.							
Reassignment (Permanent Placement) Fee:		COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.							

July 1, 2017 thru June 30, 2018

AMENDMENT No. 1 EXHIBIT A-1 Part 2: Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
LocumTenens.com Tenens Psychiatry Specialty	Locum	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient		\$1,768.00	\$221.00	\$231.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient		\$1,768.00	\$221.00	\$231.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
Psychiatry Child & Adolescent Inpatient		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychiatry Child & Adolescent Outpatient		\$1,896.00	\$237.00	\$247.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.									
DEFINITIONS:									
All Inclusive Rate:		Charged daily and defined as an 8-hour work day.							
Overtime/Premium Hourly Rate:		Hourly overtime/premium rate after a 40-hour week.							
Weeknight On-Call:		Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.							
Weekend On-Call:		Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.							
24 Hour-Call:		Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.							
Holidays:		A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.							
Administrative Services:		The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNTY in a timely manner, and coordinating travel itineraries.							
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July 1, 2018 thru June 30, 2019

AMENDMENT No. 1 EXHIBIT A-1 Part 2:

Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
LocumTenens.com Tenens Psychiatry Specialty	Locum	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/ Premium Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient		\$1,856.00	\$232.00	\$243.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient		\$1,856.00	\$232.00	\$243.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
Psychiatry Child & Adolescent Inpatient		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychiatry Child & Adolescent Outpatient		\$1,992.00	\$249.00	\$260.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000

* Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.

DEFINITIONS:

All Inclusive Rate:	Charged daily and defined as an 8-hour work day.
Overtime/Premium Hourly Rate:	Hourly overtime/premium rate after a 40-hour week.
Weeknight On-Call:	Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
Weekend On-Call:	Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
24 Hour-Call:	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
Holidays:	A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.
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Reassignment (Permanent Placement) Fee:	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.

FINANCING:

This Agreement is funded by Realignment and Federal Financial Participation (FFP), 69% and 31%, respectively. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2017-18 approved Budget. Any unused contract authority will be fully budgeted in the subsequent FYs, through the term of the Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Pat Bass, Management Analyst, 4538

Approved by: Elsa M. Jimenez, Director of Health, 4743



Attachments:

Amendment No. 2 is on file with Clerk of the Board

Amendment No. 1 is on file with Clerk of the Board

Agreement is on file with Clerk of the Board



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: A 18-013

February 06, 2018

Introduced: 1/23/2018

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Approve and authorize the Contracts Purchasing Officer or Contracts/Purchasing Supervisor to execute a no-extension Amendment No. 2 to Standard Agreement A-13117 with LocumTenens.com to increase the FY 2016-17 through FY 2018-19 amount by \$1,800,000 to meet the Department's needs for a total Agreement amount not to exceed \$3,750,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts Purchasing Officer or Contracts/Purchasing Supervisor to execute a no-extension Amendment No. 2 to Standard Agreement A-13117 with LocumTenens.com to increase the FY 2016-17 through FY 2018-19 amount by \$1,800,000 to meet the Department's needs for a total Agreement amount not to exceed \$3,750,000.

SUMMARY/DISCUSSION:

Locum Tenens are licensed Physicians and Healthcare Professionals who are Board Certified or Board Eligible or have equivalent training and experience. LocumTenens.com provides temporary medical services in accordance with applicable Federal, State, and County laws, rules, regulations, and policies. LocumTenens.com is an agency that provides physician and psychiatric health care placement services. The County of Monterey engages Physicians and Healthcare Professionals who provide Locum Tenens services in areas of critical medical need where sufficient permanent staffing is not available.

This Amendment No. 2 will assure the continued provision of essential mental health, medication support, primary care, and specialty care for clients of Monterey County Health Department's Behavioral Health Bureau.

This Agreement contains the County's standard 30-day "no cause" provision (Section 7.01) and a "good cause" provision effective immediately (Section 7.02).

This work supports the Monterey County Health Department 2011-2015 Strategic Plan initiative: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 8) Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The County Counsel's office has reviewed and approved the Amendment as to form and legality; the Auditor-Controller's office has reviewed and approved the Amendment as to fiscal provisions.